WOLF
Landmark Investment and Development Group

COMMISSION AGREEMENT

Sage at Cimarron — Lease with Option to Purchase

This Commission Agreement ("Agreement") is made and entered into as of the _____ day of _____, 20_____, by and between _____ ("Broker"), and **Sage Business Park LLC**, a Texas limited liability company, or its assigns ("Landlord"), with respect to a lease with an option to purchase of the following property (the "Premises"): _____, to _____, or its assignees ("Tenant").

1. Commission

Broker represents that it is acting solely as the broker for Tenant. Broker shall receive its commission solely from Landlord, and not from Tenant. If Tenant and Landlord enter into a lease of the Premises that grants Tenant a right or option to purchase the Premises (the "Lease"), Landlord shall pay Broker a single commission equal to three percent (3%) of the Shell Option Price (the "Commission").

"Shell Option Price" means the fixed land and shell price of the Premises stated in the Lease as part of the option purchase price (the "Fixed Land and Shell Cost"). The Commission is calculated on the Shell Option Price only and expressly excludes the cost of any interior build-out, tenant improvements, finish-out, amortized improvements, project costs, developer fee, financing costs and other additional delivery items, and any rent. If the Lease does not separately state a land and shell price, the Shell Option Price is the option purchase price less all such excluded items.

> *By way of illustration: if the Lease states a Fixed Land and Shell Cost of $1,400,000 and the tenant's build-out, developer fee and other project costs total $380,000, the Commission is 3% × $1,400,000 = $42,000, payable $21,000 under Section 2(a) and $21,000 under Section 2(b).*

2. Payment

(a) First Half. Fifty percent (50%) of the Commission is payable within ten (10) business days after the later of (i) full execution of the Lease by Landlord and Tenant and (ii) Landlord's receipt of the option fee, the guaranty (if required) and all deposits the Lease requires at signing.

(b) Second Half. The remaining fifty percent (50%) of the Commission is payable within ten (10) business days after the earlier of (i) the date Tenant opens for business in the Premises and (ii) the rent commencement date under the Lease.

(c) Conditions. The second half is not payable if the Lease terminates, or Tenant's right of possession ends, before Tenant opens for business or the rent commencement date occurs. No Commission is payable if the Lease is not fully executed or the option fee is not paid.

3. Single Commission

The Commission is Broker's sole and entire compensation for the Lease and the purchase option. No leasing commission measured by rent is payable, and no additional commission or fee is payable upon the exercise of the option or the closing of the purchase of the Premises; upon any renewal, extension,

expansion, holdover, assignment, sublease or amendment of the Lease; or upon any rent, CPI or other escalation, operating expense or other sum payable under the Lease. This Agreement controls over any other commission schedule or agreement of Landlord or its affiliates for the Lease, including any lease or sales commission agreement.

4. Assigns and Successors

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

5. Independent Contractor

Broker is acting solely as an independent contractor and not as an employee, partner, or joint venturer of Landlord. Broker shall provide a Form W-9 in order for payment to be made.

6. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any action arising out of or relating to this Agreement shall lie in the state courts of El Paso County, Texas.

7. Attorneys' Fees

In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, and understandings. Any amendment must be in writing and signed by both parties.

Approved and Accepted as of the date first written above:

BROKER

By: _____

Name: _____

Title: _____

SAGE BUSINESS PARK LLC, or Assigns

Landlord

By: _____

Name: George M. Dipp

Title: Manager